

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR-CI-04-11197		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR-CI-04-11197	
6. SOLICITATION ISSUE DATE 10/06/04		7. FOR SOLICITATION INFORMATION CALL:		a. NAME DAVID H. PLAGGE		b. TELEPHONE NUMBER (No collect calls) (513) 487-2022	
8. OFFER DUE DATE/LOCAL TIME 10/28/2004 04:00 PM		9. ISSUED BY Environmental Protection Agency Contracts Management Division 4411 Montgomery Road Norwood, OH 45212		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: Total % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) NAICS: 541511 SIZE STANDARD: \$21 MILLION		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO		16. ADMINISTERED BY		17. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.	
20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE	
24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
28. CONTRACTOR/OFFEROR		29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		33. SHIP NUMBER	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		43. DATE REC'D (YY/MM/DD)		44. TOTAL CONTAINERS	

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Prescribed by GSA - FAR (48 CFR) 53.212

<p>Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.</p>	<p>OMB NO: 9000-0136 Expires: 09/30/98</p>
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1. **CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full

particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*--(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves

the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C.

40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to

support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

___(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) of 52.219-5.

___(iii) Alternate II (JUNE 2003) of 52.219-5.

X(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7

___(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).

___(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

X (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

X (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.

4212).

___(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___(24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X(25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X(30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___(31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

__(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, *et seq.*).

__(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made

available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices

in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*
 (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the

Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*
 (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section,

Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407,
Telephone (202) 619-8925,
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP),
Building 4, Section D,
700 Robbins Avenue,
Philadelphia, PA 19111-5094,
Telephone (215) 697- 2667/2179,
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for

a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

4. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2004)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part

of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check

the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13

CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246* --(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge

and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act - Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act - Free Trade Agreement Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA

country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act-- Free Trade Agreement-Israeli Trade Act'':

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed End Product*

Listed End Product

Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

1. **HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)**
(FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
<input checked="" type="checkbox"/>	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
<input type="checkbox"/>				
<input type="checkbox"/>				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. **Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated

03/20/01]

[]	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
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[]	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
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[]	Other Equivalent:	
-----	-------------------	--

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, _____. The offeror shall describe their plan for covering the costs associated with the required documentation. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract

<input checked="" type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5 [dated 03/20/01])</u>	Issuance of statement of work for the project
<input type="checkbox"/>	Other Equivalent:		<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above. The offeror shall describe their plan for covering the costs associated with the required documentation.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

2. NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

3. STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 2.

4. COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

5. PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from _____ through _____ exclusive of all required reports.

6. TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 7 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

7. CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)

The fixed price of this contract is _____. Payment will be made

upon delivery and acceptance of all required items.

8. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**9. ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES
(EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling

Coordinator.

ATTACHMENT 2

STATEMENT OF WORK

NONROAD Model Programming Task for Preparation of Final NONROAD2004

Statement of Work

The contractor shall make modifications to various parts of EPA's NONROAD model. The starting point for these modifications will be a set of NONROAD model files (core model Fortran source code, executable, input data files, GUI, and reporting utility) to be provided by EPA, which will be collectively referred to as "Draft NONROAD2004b" (or NR04b for short). This version includes various substantial changes from the May 2004 public release of the model named Draft NONROAD2004. Most notably, these changes include the addition of inputs, calculation code, and outputs for various evaporative emissions that were not previously included in the model (hot soaks, tank permeation, fuel hose permeation, running losses) as well as changes in the construction allocation methodology.

Each task in the statement of work (SOW) has been assigned a high, medium, or low priority. The purpose of this prioritization is to assign a general ranking to indicate the order in which EPA needs to have the tasks completed by the contractor. All tasks shall be completed by the contractor by the required end date.

Quality Assurance Requirement

A copy of the Quality Assurance Project Plan (QAPP) governing the conduct of research for this contract shall be forwarded to the EPA Project Officer (PO) to be kept in the quality assurance documentation file for this contract. The QAPP may be submitted in Draft form to the PO. The contractor shall not begin work involving generation of environmental data until the EPA PO informs the contractor that the Quality Assurance Project Plan (QAPP) has been approved. The QAPP is viewed as a "living" document for the course of the contract, but the contractor shall submit a Final version of the QAPP prior to sending any Draft or Final reports. The contractor is referred to the EPA Office of Transportation and Air quality (OTAQ) environmental data quality website, <http://www.epa.gov/quality/>. The websites at <http://www.epa.gov/quality/exmural.html> and <http://www.epa.gov/quality/qatools.html> detail contractor requirements regarding the submission of a Quality Assurance Project Plan.

TASKS

1. CORE MODEL

- a. Change SCC for Hydro Power Units (low priority)**

The contractor shall make all code and input file (and Reporting Utility) modifications needed to change the SCC for Hydro Power Units from 22xx005050 (in the agriculture sector) to 22xx006050 (in the commercial sector).

b. Growth Year Input Option (medium priority)

The contractor shall add an input field to the OPT file (and GUI) to allow users to specify a calendar year to use for the growth calculation. This shall be added to the /PERIOD/ packet of the OPT file. The model shall default to using the input evaluation year to calculate growth, as it currently does. But if the user enters a separate "Growth Year," then the model shall use that year instead of the evaluation year to calculate the equipment populations for the current model run. The main purpose of this option is to allow "no growth" inventory estimates, such as for analyzing the effects of the phase-in of new standards without the effects of growth. Other possible uses include the use of a growth year later than the evaluation year to analyze the effects of growth without the phase-in of new standards.

To minimize the chances of a user unintentionally using mismatched growth and evaluation years, the contractor shall also add code to generate a warning message whenever the growth year is different from the evaluation year.

c. Technology Year Input Option (medium priority)

The contractor shall add an input field to the OPT file (and GUI) to allow users to specify a calendar year to use for the technology (tech types) selection. This shall be added to the /PERIOD/ packet of the OPT file. The model shall default to using the input evaluation year to select the appropriate tech types and tech fractions, as it currently does. But if the user enters a separate "Technology Year," then the model shall use that year instead of the evaluation year to select the tech types and tech fractions for the current model run. The main purpose of this option is to allow analysis of the effects of new emission standards without having to create a different tech.dat input file.

To minimize the chances of a user unintentionally using mismatched technology and evaluation years the contractor shall also add code to generate a warning message whenever the technology year is different from the evaluation year.

d. Scrappage/Age Distribution (high priority)

The contractor shall modify the age distribution methodology in the model to use an iterative approach to (a) scrap prior model years per the input scrappage curve and (b) add enough new engines of the current model year to yield a total population equal to the projected grown population for that calendar year, for each future calendar year up to the desired evaluation year of the model run. The detailed algorithm to be followed by the contractor is expressed in the electronic spreadsheet file 'scrap-eq2.xls' and its 'ReadScrap' sheet, which are being provided by EPA.

This algorithm accounts for growth in the years prior to the base population input year in order to avoid a discontinuity in model year populations when going from the base year to the first future projection year. The contractor shall apply this same algorithm to both positive and negative growth cases.

e. Recreational Marine Allocation (medium priority)

The contractor shall create a new set of recreational marine allocation files for both outboards/personal watercraft (xx_WOB.ALO) and sterndrive/inboard (xx_WIB.ALO) using corrected county water surface areas for ocean and Great Lake coastal counties. The current water areas were apparently based on county legal boundaries, which extend out a few miles into the water bodies (many miles to the middle of Lake Michigan). Then the 1/4 mile (for outboard/PWC) or 2 miles (for sterndrive/inboard) was added. Thus, to follow the intent of the methodology for coastal counties, the water surface area prior to the addition of the 1/4 mile or 2 mile off-shore segments must represent only the water within the land boundaries of the county. The contractor shall clearly document the methodology and data sources used for this task.

f. External County FIPS Input File (low priority)

The contractor shall modify the core model Fortran code to acquire the full list of counties and FIPS codes from an external file, rather than having this list be hardcoded in the five INxFIP.FOR routines. This modification will make it easier for users to update the county list, since there are times when a new county is created from a growing city, or when a county name and its FIPS code changes. The size of the Fortran array that will hold the county list shall be set to 3200 (instead of the current 3142) so it is large enough to hold all the county names and FIPS codes, including prior versions of the county names and a reasonable number of array indexes for future additional counties. Other arrays affected by this modification include at least ncounty() and idxcty().

The contractor shall use the following format for the external county list input data file:

```

1- 5      FIPS code (all individual 5-digit county codes)
6-10      Start year (4-digit. Blank default means all past
years)
11-15     End year (4-digit. Blank default means all future
years)
17-66     County name

```

The contractor shall also modify the OPT file, adding a line to the /RUNFILES/packet with the label "US Counties FIPS" and using the default filename: "c:\nonroad\data\allocate\fips.dat" as the external file from which the model reads in the full county FIPS list.

g. Addition of Puerto Rico and US Virgin Islands (low priority)

The contractor shall add Puerto Rico (FIPS 72000) and US Virgin Islands (FIPS 78000) to the hard coded statcd() and statnm() arrays. This will make it possible for a user to generate outputs for these areas if the user also provides modified input files with the necessary input data (such as equipment populations, temporal and geographic allocations, etc.).

h. Allocation Input Updates (medium priority)

The contractor shall update the surrogate geographic allocation factor inputs used in the NONROAD model using the latest data from F.W. Dodge Construction Data, the U.S. Census Bureau County Business Patterns Database, and the U.S. Census Bureau USA Counties Database. These databases will be provide to the contractor by EPA.

2. GRAPHICAL USER INTERFACE (GUI)

a. GUI Advanced Option Fixes (medium priority)

Two fixes are needed in the "Optional Output" item of "Advanced options" menu item: (1) The contractor shall remove the "NET File" option from this dialog, since this feature was never implemented in the GUI and is now handled by the NIF Output option of the Reporting Utility. (2) The contractor shall complete the implementation of the "EPS File" item, such that a file path\name entered here actually gets written to the "EPS2 AMS" line of the OPT file.

b. GUI Updates (medium priority)

The contractor shall modify the NONROAD GUI to accommodate the new capabilities of the core model listed in Task 1. This includes: Growth Year Input Option, Technology Year Input Option, as well as ensuring that the Reporting Utility changes (changed SCC for hydro power units) are properly reflected in the GUI SCC selections. Note that the GUI is written in Visual Basic, and EPA will provide the source files to be modified.

In addition, since the release of the May 2004 version of the model, EPA has modified the code and opt file to allow user input of the marine diesel fuel sulfur input. A separate "Marine Dsl sulf %" diesel fuel sulfur input specifically for marine diesel fuel is now located in the OPT file following the current "Diesel sulfur %" and before the "CNG/LPG sulfur %." The code that reads this packet checks if the first six characters of the label match "marine" (any case), and if it does not match, then the model assumes the prior OPT file format and sets the marine diesel sulfur percent to be equal to the regular Diesel sulfur percent. The range and error checking for this new input is the same as that applied to the current Diesel sulfur input. The emission calculation code uses the marine diesel sulfur value instead of the regular diesel sulfur value for any SCCs matching the first five digits corresponding to diesel recreational marine vessels: 228202xxxxx. The code that outputs the MSG file was also modified to include the new marine diesel sulfur value. As part of this task, the GUI shall also be modified to allow user input of the marine diesel sulfur percent.

3. REPORTING UTILITY

a. Corrections to Hp and Report Name Labels (high priority)

The contractor shall correct all Hp labels in all relevant reports to properly display the 50-75, 75-100, 1000-1200, and 1200-2000 hp ranges. The contractor shall also correct the name of the report "Emission Totals by HP and SCC" to say "Emission Totals by HP and Equipment Type," which is what the report actually is.

b. Report by County and Fuel Type (medium priority)

The contractor shall add a report to the Reporting Utility that lists "Emissions by County and Fuel Type" (Gasoline, Diesel, LPG, CNG). As is now done with the other county level reports, the contractor shall include both the county name and FIPS code in this report.

c. NIF 3.0 Output Corrections (high priority)

The contractor shall modify the National Emission Inventory Input Format (NIF) capability of the Reporting Utility to output VOC instead of THC for all the exhaust and evaporative hydrocarbon emissions. Since the conversion from THC to VOC depends on the fuel/engine type, the SQL coding of the NIF output module must use the appropriate conversion factors from the "Equipment Types" table of the Reporting Utility reports.mdb database. Furthermore, the contractor shall verify that any other NIF format updates specified or recommended by EPA (OAQPS) prior to June 2004 are incorporated into the Reporting Utility NIF output, including use of scientific notation and "TONS" as the units for all NIF inventory outputs.

d. Modify HC Conversion for Crankcase and Evaporative Emissions (high priority)

The native NONROAD hydrocarbon output is THC. Reporting Utility currently uses factors in the [Equipment Types] table to convert NONROAD THC to the other hydrocarbon outputs (VOC, NMHC, TOG, and NMOG) for both evaporative and exhaust emissions. The contractor shall modify this process so that these conversion factors are applied only to exhaust and crankcase emissions. For evaporative emissions except for FuelType=CNG, no conversion is necessary (i.e., VOC = NMHC = TOG = NMOG = THC). Furthermore, for evaporative CNG emissions, TOG = THC, and NMOG = NMHC = VOC = 0. Thus, no additional field is needed in the [Equipment Types] table, but what the Reporting Utility does with the existing conversion factors shall be changed depending on the pollutant and fuel type.

e. Stand-alone Runtime Version of Reporting Utility (high priority)

The contractor shall use the Microsoft Office XP Developer or MS Access 2000 Developer to produce a distributable runtime version of the NONROAD Reporting Utility for users of Windows 98 and later who do not have MS Access 2000 or later. The Access 2000 database format shall be retained regardless of which version of the Developer software is used to produce the runtime version.

4. MODIFYING NONROAD TO MODEL DIESEL RETROFITS (high priority)

This section describes the proposed algorithm and corresponding coding changes to be incorporated into the NONROAD model to allow it to estimate the reduced inventories resulting from various possible diesel retrofit programs.

There are different levels of complexity that one could adopt to model the effects of nonroad retrofits. The algorithm presented here makes use of some simplifying assumptions that allow the model design and implementation to be done expeditiously to meet the needs of the diesel retrofit rulemaking team. A description of the types of things not explicitly covered in this simplified approach are listed below in the section (d) titled "Details not Explicitly Modeled Using this Method." It is believed that the inaccuracies related to these simplifying assumptions are small relative to the inventory benefits being calculated for the type of retrofit scenarios most likely to be considered.

a. Modeling Inputs

Table 1 lists all the input parameters that would be provided by the user in the form of a properly formatted ASCII text file, similar to other NONROAD input data files. This file could be written by an NMIM Retrofit GUI if such is available. That table also includes a few examples of retrofit input records showing the types of variations that are possible. Definitions of each of these inputs are provided below.

"Retrofit Bin"

In the following descriptions the term "Retrofit Bin" means the set of engines within a single combination of the following parameters:

- 1) Model Year of equipment being retrofitted,
- 2) Hp bin (range of engine powers included),
- 3) Equipment/Fuel Type (10-digit SCC), and
- 4) Technology Type (since some model years can include multiple tech types due to phase-in and flexibility allowances)

An additional important parameter in determining the size of the retrofit bin is the calendar year in which the retrofit is performed, referred to here as the Retrofit Year (RY). The model inputs of equipment populations combined with the model's growth/scrappage calculations for the desired retrofit year determine how many engines would be in the Retrofit Bin, which is the number available for retrofit rather than the number receiving the retrofit. The actual number of engines receiving the retrofit is calculated from the number available for retrofit multiplied by input item (C) below (fraction of Retrofit Bin being retrofitted).

RYbeg and RYend

These are the beginning and ending calendar years in which the exact same retrofit description record applies. "Retrofit Year" (or retrofit calendar year) refers to the calendar year in which the retrofit is performed, not to the inventory year being evaluated, although they could be the same in some cases.

Allowing an input range such as this, instead of requiring individual input records for each calendar year, is intended to simplify the user input process and minimize the size and complexity of the retrofit input file. However, if any of the other input parameters change, then a separate input record is needed, even if the same retrofit year range applies. Note that, consistent with all other aspects of the model, it makes no attempt to account for partial year effects. I.e., if the evaluation year is 2008 and a retrofit calendar year is 2008, the model assumes all of the retrofits have been in place for the entire year.

MYbeg and MYend

These are the beginning and ending model years in which the exact same retrofit description record applies. Consistent with all other aspects of the model, model year is assumed to run from January through December of the indicated year. Allowing an input range such as this, instead of requiring individual input records for each model year, is intended to simplify the user input process and minimize the size and complexity of the retrofit input file. However, if any of the other input parameters change, then a separate input record is needed, even if the same model year range applies.

SCC (full 10-digit SCC designating detailed equipment type, or 7-digit segment designation)

Although national scale nonroad retrofit programs may be general across all types of diesel equipment, it is possible that we may wish to look at effects of SCC-specific retrofit programs, such as applying only to generator sets over 300 hp or agricultural tractors over 100 hp. Besides properly recognizing and applying this full level of equipment detail, as with other NONROAD inputs the retrofit code shall also be able to interpret an SCC with the final 3 digits being zero (e.g., 2270005000) as applying to all equipment types within that general segment, such as farm equipment or construction equipment.

Engine Power Range

These values are entered in the same way hp ranges are entered for other NONROAD input files. The values entered for HPmin and HPmax must match one of the hard-coded hp bin values in the model: 1, 3, 6, 11, 16, 25, 40, 50, 75, 100, 175, 300, 600, 750, 1000, 1200, 2000, 3000 (same as 9999). If HPmin = 50 and HPmax = 300, this includes all engines rated at $50 < \text{hp} \leq 300$, i.e., the model hp bins labeled as 75, 100, 175, and 300, since the bin labels represent the top end of each power range.

Technology Type

NONROAD generally uses Technology Type to represent the control tier of diesel engines. By allowing this as a retrofit input, it allows a slightly different and finer selection of engines to be retrofitted than if just Model Year (MYbeg and MYend) were used. In some cases regulatory standards are phased in over a number of years, such that a single model year of a given power range could consist of 20% Tier 1 and 80% Tier 2 engines. Technology Type can be used alone, with some all-inclusive range given as the input for Model Year (e.g., 1900-2050), or Technology Type can be used along with Model Year for a finer distinction of engines. Model Year can also be used alone, with "ALL" as the input for Technology Type.

Fraction Retrofitted ("retrofrac")

This is the fraction of engines in a single Retrofit Bin receiving a given retrofit in a single retrofit calendar year. This could differ for each retrofit year leading up to the evaluation year, but each different retrofrac value would require a separate line in the retrofit input table.

Per-Engine Pollutant-Specific Fractional Reduction or Percent Change

This is percent reduction in inventory of a single pollutant due to retrofit of a single engine. The word "inventory" is used instead of just "emission factor" to allow for the possibility that other usage changes could affect the tons emitted, but for most purposes this refers simply to the change in current emission factor. This would be entered and carried through the calculations at the "Retrofit Bin" level of detail as described above for each pollutant covered by the retrofit model.

Pollutant Affected by Retrofit

Since a given retrofit technology could yield different per-engine reductions for different pollutants, a separate input record is used for each pollutant.

b. Retrofit Emissions Calculation Algorithm

The inventory calculations related to retrofits all occur within the by-model-year section of the code, which means inside PRCCTY.FOR for county level runs, and similarly in the other PRC*.FOR routines for model runs done at the "State," "National" or "US Total" levels. The code to calculate the retrofit case inventory would be skipped unless the optional RETROFIT input flag in the OPT file is set to TRUE (default would be FALSE).

Example 1: Fleet Fraction Retrofitted (using Table 1 sample input rows 4 & 5 only)

If running the model for a 2008 evaluation year, then as the program looping reaches MY1996 for any land-based diesel engine except rail maintenance (2285002015) in the power range of 50 < hp <= 750 (i.e., model hp bins 75, 100, 175, 300, 600, 750), for the designated pollutant (PM) it would perform a new sub-loop to sum the reductions for the retrofits performed in each retrofit year that is less than or equal to the evaluation year (2008). Using the inputs in Line 4 of Table 1, there are two retrofit years (2006 & 2007), and the sum of their PM effects would be:

$$0.05 * 0.80 + 0.05 * 0.80 = 0.04 + 0.04 = 0.08$$

Additionally, the inputs in Line 5 of Table 1 apply to this same Retrofit Bin of engines, but it represents a different retrofit technology with a 90% PM reduction, to be applied only in RY 2008. Thus, its effect would be:

$$0.05 * 0.90 = 0.045$$

The net PM reduction from the three years of retrofits would be 12.5% for all the retrofitted MY1996 engines in evaluation year 2008. Thus the PM inventory for this particular SCC, Hp bin, Tech Type, and model year would be adjusted downward by 12.5% (i.e., multiplied by $1 - 0.125 = 0.875$). This method would be similarly applied for any other pollutants with non-zero reductions.

To implement this algorithm the model code would be roughly as written below in generic pseudo-code.

First check if the current model loop is for a type of engine meeting the retrofit criteria. This would need to check every line of the retrofit inputs until one was found (or none was found) that applies to the current SCC, Tech Type, Hp, Pollutant, Model Year, and Evaluation Year.

The pseudo code for this would look something like this:

```
RetrofitSum = 0.0           ; initialize retrofit effect
```

LOOP

* until every line of the of the retrofit input table has been searched. Note that the SCC test would also need to be able to match on 7-digit and 4-digit substrings (padded with zeros) such as 2270000000 or 2270005000.

```
IF (EvalYear >= MYbeg) AND (EvalYear >= RYbeg) AND (ModelYear >= MYbeg) AND
(ModelYear <= MYend) AND (ModelYear <= RYend)
AND (Pollutantcurrent = Pollutantretrofit) AND (hp > HPmin) AND (hp <= HPmax) AND
((Techcurrent = Techretrofit) OR (Techcurrent = "ALL")) AND ((SCCcurrent = SCCretrofit)
OR (SCCcurrent = "ALL")) THEN
```

* determine the range of calendar years that retrofits would occur.

* we've already determined that $RYbeg \leq$ evaluation year.

```
  RetroEnd = Min(RYend, EvalYear)
```

```
  IF(ModelYear >= RYbeg) THEN
```

```
    RetroBeg = ModelYear
```

```
  ELSE
```

```
    RetroBeg = RYbeg
```

```
  ENDIF
```

```
  RetroYrs = RetroEnd - RetroBeg + 1
```

* limit the retrofits to 100% of engines

```

TotalFrac = Min(1.0, RetroYrs * RetroFrac)
RetrofitSum = TotalFrac * PerEngineReduction
END LOOP

```

During that same model run, the next time through the calculation loop for that same SCC and Hp when it performs the calculations for the next model year, the same retrofit calculation would be done for Model Year 1997 engines, yielding the same percentage reduction. But that 12.5% reduction would be applied to the emissions (activity) of the MY1997 engines, which would be different from the 1996 engines.

Hopefully, the contractor could optimize this algorithm using approaches such as the following:

- a.) In a case like the above example where the same line (record) of the input table covers multiple model years, it might work to set a flag indicating that when the program comes to the next model year, it can just re-use the reduction that was calculated for the first model year, without having to perform any table search, or even any recalculation of "RetrofitSum" if ModelYear hasn't crossed over the RYbeg point to change the resulting RetroYrs value.
- b.) Require the retrofit input table to be sorted (or automatically sort it when it is first read in) by MYend and HPmax, and then exit the loop in the example code if MYcurrent > MYend or HPcurrent > HPmax.

Example 2: Number of Units Retrofitted (using Table 1 sample input row 6 only)

The same format can be used to input a specific number of retrofits, so such records can be part of the same retrofit input table. The way the model would differentiate between the two types of records is that the "Annual RetroFrac or N" field would have a value of 1.0 or less for a fleet retrofit fraction record or a value greater than 1.0 if it is an annual retrofit N record.

The other important thing to note about modeling a specific number of retrofits instead of a fleet fraction is that the user will probably want to input just a single hp bin, tech type, and 10-digit SCC, and may also want to limit it to a single model year (MYbeg=MYend) and/or retrofit year (RYbeg=RYend). Otherwise, the model will use that number of retrofits for each and every SCC, tech type, and hp bin modeled, which could result in many more retrofits than the user was intending. Thus, the contractor shall include code that generates a warning message if the retrofit input table includes any N-Units-Retrofitted record that includes multiple model years, retrofit calendar years, SCCs, tech types, or hp bins.

Using the example input line 6, assuming the evaluation year being run is 2007 or later, the model would calculate the effects of retrofitting a total of 120 Ag Tractors (SCC 2270005015) with a

PM control device that decreases the PM emissions from those engines by 90%. The 120 engines would all be Tier 1 engines consisting of:

30 MY1998 engines retrofitted in 2006
30 MY1998 engines retrofitted in 2007
30 MY1999 engines retrofitted in 2006
30 MY1999 engines retrofitted in 2007

120 total engines retrofitted

Calculation Methodology:

This is essentially the same as the algorithm given above for fleet retrofit fraction inputs, but instead of using an input fleet fraction the model must calculate the fraction using the ratio of (a) the input number of retrofits to (b) the current model year population (popbmy) for the appropriate SCC, tech type, and hp bin in the evaluation year that is being run. The result variable that is directly affected will be emsbmy, but the contractor must ensure that the total emissions (sum of model years and tech types) and emsdays are also adjusted accordingly to account for the retrofit effects. As above, the basic calculation involves applying the retrofit reduction to the fraction of engines being retrofitted in the current retrofit bin, and adding that to the default emissions from the remaining un-retrofitted portion of that retrofit bin.

The contractor shall include coding that generates an error message if the number of requested retrofits in a given input record is greater than the number of available engines matching the retrofit criteria according to the model. For instance, if the inputs request 500 retrofits of a given model year, SCC, tech type, and hp bin in a given retrofit calendar year, but the model's input population and scrappage (age distribution) calculations determine that there are only 450 such engines existing at that time (popbmy), the model would produce an appropriate error message and stop running.

c. Retrofit Outputs

The same NONROAD model output files (.MSG, .OUT, .BMY, including inventories, population, activity, and fuel consumption) shall be generated as in the non-retrofit version of the model. However, the contractor shall modify the core model Fortran code to include additional information in these output files if a retrofit scenario is being run.

The MSG output file for a retrofit modeling run shall include the full path and filename of the file containing the retrofit inputs described in section 4(a), "Modeling Inputs" and Table 1, "Retrofit Input Parameters and Some Example Values". The OUT and BMY files shall include two additional fields: "Fraction Retrofitted"

and "Units Retrofitted." These values shall be the values computed during the model inventory calculations, as described in section 4 (b), "Retrofit Emissions Calculations Algorithm". In the OUT file the values shall be aggregated across model years and tech types as is done for the other output fields of that file.

During code development the contractor shall check that the product of "Fraction Retrofitted" and "Population" equals "Units Retrofitted." However, the model output values of "Units Retrofitted" and "Fraction Retrofitted" must be the values generated (and aggregated for the OUT file) during actual inventory calculation, and shall not be calculated simply by multiplying the final output "Fraction Retrofitted" and "Population" values to get "Units Retrofitted" (or by dividing the final output "Units Retrofitted" by "Population" to get "Fraction Retrofitted"). To facilitate this checking, the contractor shall include code that generates a warning message if the product of "Fraction Retrofitted" and "Population" differs from "Units Retrofitted" by more than 0.01 units. This warning function shall be included in the final model delivery.

d. Details not Explicitly Modeled Using this Method:

Retrofit – e.g., addition of particulate trap:

In reality this sort of change would leave the basic engine at its current level of deterioration (unless done in conjunction with a rebuild), but the EFs (PM and probably HC & CO) would decrease substantially and the deterioration rate could change due to different deterioration characteristics of the trap system versus the original non-trap-equipped engine. The life expectancy of the engine would not change, nor would its location on its current scrappage curve.

Rebuild:

This is usually assumed to bring the engine back to an "as new" condition in terms of EF, DF, and location on its scrappage curve. It could be thought of as scrapping the old engine (presumably close to its originally expected scrappage point) and introducing (replacing it with) a brand new engine of its original model year. This is one of those things that is not readily amenable to modeling in NONROAD without substantial code redesign, especially since NONROAD currently ignores the presence of rebuilds that are already occurring with in-use fleets.

Replacement:

To be an issue for modeling, this means replacement of an engine or entire piece of equipment prior to the time when it would normally be scrapped according to the model. For modeling purposes, it is similar to the Rebuild case above, except the replacement engine would meet more stringent standards than the original engine. This could mean it would meet either the standards applicable to (a) the current calendar year (latest available model year), or (b) standards more stringent than the original engine but not as stringent as the latest model year, or possibly (c) standards even more stringent than the latest model year requirements. As with the Rebuild case, Replacement is assumed to put the engine in an "as new" condition in terms of EF, DF, and location on its scrappage curve.

Change in Usage:

Besides the engine modification/replacement approaches described above, it would be useful if the model could account for inventory benefits related to changes in use intended to reduce emissions. For instance, voluntary or mandatory limitations on equipment idling time would (a) decrease the activity (hrs/year), but proper modeling would also need to account for the corresponding (b) increase in the effective load factor, and possibly (c) change in Transient (in-use) Adjustment Factor. Note that the activity and load factor changes would affect the median life of the engine in terms of years.

Combined/Overlapping Reductions:

The modeling approach presented here allows multiple types of retrofits to be applied to a given set of equipment, but it has an inherent assumption that either (a) multiple retrofits are never applied to same exact engine or (b) if multiple retrofits are applied to the same engine, then their effects are additive. In reality there are probably cases where multiple types of retrofits could be applied to the same engine but their combined effect would not be equal to the sum of their individual effects. Lacking any test data for the combined effect, the only choices for the modeler would be to go with the assumption used by the model or apply engineering judgment to approximate the combined effect.

5. QUALITY ASSURANCE (high priority)

Following completion of all prior tasks, the contractor shall perform a thorough quality assurance evaluation of the model operation, including core model calculations of each pollutant, population growth/scrappage, temporal and geographic allocation, as well as operation of the GUI (standard and advanced features) and Reporting Utility (each standard report, HC conversions, and NIF output). The contractor shall report to EPA any problems found and propose corrections. Following EPA guidance, the contractor shall then implement whatever corrections are needed.

6. USER GUIDE (medium priority)

The contractor shall update the NONROAD model User Guide to address:

- (a) the model changes made after the last User Guide version (for Draft NONROAD2002 in December 2002) for the release of Draft NONROAD2004 (such as NIF output in the Reporting Utility),
- (b) the recent major model upgrade to add various evaporative emission components, and
- (c) all of the model changes associated with this statement of work, except for retrofits.

Schedule of Deliverables

DELIVERABLE	DUE DATE
Weekly progress reports by email (and by phone when requested) with the EPA Project Officer.	Once per week after contract award
Draft final report, Core model (executable and source code), GUI (executable and source code), and Reporting Utility (mdb files and installer for runtime version). This draft package shall include a comparison of results with and without the modifications specified in this statement of work as well as the corresponding input and output files.	Three (3) months after contract award
Final report incorporating EPA comments, QA task results, and any version of the core model (executable and source code), GUI (executable and source code), and Reporting Utility (mdb files and installer for stand-alone runtime version) that was modified after the draft submittal. The final report shall include a listing of all tasks completed and brief documentation of the steps taken to complete each task. The contractor shall also deliver all relevant spreadsheets and/or databases that were used in generating the revised code and input data files for the tasks comprising this statement of work.	Two (2) weeks after receiving final comments from EPA.

**Glossary of Abbreviations for NONROAD Model Programming Task:
Preparation of Final NONROAD2004**

1. BMY - By Model Year
2. CNG - Compressed Natural Gas
3. CO - Carbon Monoxide
4. DF - Deterioration Factor
5. EF - Emission Factor
6. FIPS - Federal Information Processing Standards
7. GUI - Graphical User Interface
8. HC - Hydrocarbon
9. HP - Horsepower
10. LPG - Liquid Petroleum Gas
11. NEI - National Emissions Inventory
12. NIF - NEI Inventory Format
13. NO_x - Nitrogen Oxide
14. PM - Particulate Matter
15. PWC - Personal Watercraft
16. SCC - Source Category Code

Table 1. Retrofit Input Parameters and Some Example Values											
Row Number*	RYbeg	RYend	MYbeg	MYend	SCC (diesels only)	Tech Type	HPmin	HPmax	Annual RetroFrac or N	Per-Engine Reduction	Pollutant
1	2006	2007	1996	1997	ALL	ALL	300	750	0.04	50%	PM
2	2008	2009	1996	1997	2270002000	ALL	50	300	0.05	50%	PM
3	2008	2008	1900	2020	2270002069	T1	175	600	0.06	75%	NO _x
4	2006	2007	1996	1997	2270000000	ALL	50	750	0.05	80%	PM
5	2008	2008	1996	1997	2270000000	ALL	50	750	0.05	90%	PM
6	2006	2007	1998	1999	2270005015	T1	75	100	30	90%	PM
* The "Row Number" column shown here would not be included in the actual input data table. It is shown here only for easy reference in the text description.											

ATTACHMENT 3

TECHNICAL PROPOSAL INSTRUCTIONS

Technical Proposal Instructions

**NONROAD Model Programming Tasks for Preparation
of the Final Version of NONROAD2004**

GENERAL REQUIREMENTS

Offerors shall provide one (1) original and five (5) copies of its technical proposal. FAXED OR E-MAILED COPIES WILL NOT BE ACCEPTED.

In its proposal, the offeror shall propose on the NONROAD Model Programming Tasks for Preparation of the Final Version of NONROAD2004 as described in the Statement of Work (SOW).

SPECIFIC REQUIREMENTS

1. Proposals shall address all minimum requirements set forth in the SOW, and also explain any way its proposed solutions would enhance the final version of the NONROAD2004 beyond the minimum requirements specifically with regard to Tasks 2 and 3. Proposals shall be structured in a manner that clearly and specifically addresses each individual requirement, in the same order and general format in which they are presented in the SOW. In addition, offerors shall include the following information in its response to the Technical Evaluation Criteria:
 - a. The offeror shall fully describe and illustrate in its proposal an understanding of the specific methods and algorithms proposed in the SOW.
 - b. The offeror shall fully describe and illustrate in its proposal an understanding of the NONROAD model algorithms, inputs, outputs, and internal FORTRAN code structure of the model.
 - c. In its proposal, the offeror shall develop a Quality Management Plan to assure high quality and error free data inputs and code are delivered. The offeror shall also provide detailed project schedule information and affirmative statements regarding the offerors ability to meet delivery requirements outlined in the SOW. Offerors shall specifically identify how they plan to meet the schedule of deliverables.
2. The offeror shall include information on previous work that demonstrates experience with programming in FORTRAN, Microsoft Access, and Visual Basic, and specific experience with EPA's NONROAD model programming and development. Such information may include detailed descriptions of past FORTRAN coding, papers, reports, etc.

3. The offeror shall include the following information for proposed personnel providing support under the resultant contract: (a) Technical experience and knowledge relative to the requirements of Specific Requirement 2 above, and (b) relationship of personnel to the contractor if not a contractor employee.
4. The contract shall submit a list of contracts and subcontracts completed which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and Local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Provide for each cited contract and/or subcontract the name of the client, a point of contact, address, phone number, e-mail address if applicable, and the period of performance.

ATTACHMENT 4

TECHNICAL EVALUATION CRITERIA

Technical Evaluation Criteria

**NONROAD Model Programming Tasks for Preparation of
Final Version of NONROAD2004**

Evaluation - Commercial Items (FAR 52.212-2) (October 2003)

- A. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation of offers shall include all requirements of the Statement of Work (SOW). An offer must include the minimum requirements for the SOW to be considered for award. The technical criteria set forth below shall be used to evaluate offers. In addition, price will be a consideration.

Offerors shall provide information to demonstrate/substantiate that the proposal meets the minimum requirements set forth below.

Offerors shall:

1. Demonstrate that the proposal meets all the minimum requirements of the Government and fulfills EPA's needs as set forth and described in the SOW and Technical Proposal Instructions. In addition, proposals shall clearly address how the proposal meets or exceeds requirements in the following critical aspects:
 - a. Basic understanding of the specific methods and algorithms proposed by EPA in SOW.
 - b. Basic understanding of the NONROAD model algorithms, inputs, outputs, and internal FORTRAN code structure of the model.
 - c. Demonstration of how the requirements identified in the SOW will be satisfied to effectively deliver an executable and source code in a timely manner.
2. Demonstrated experience of the contractor with the Statement of Work, specifically FORTRAN programming, Visual Basic, and Microsoft Access, and EPA's NONROAD modeling program.
3. Demonstrated experience of the proposed personnel with the type of work called for in the Statement of Work, specifically programming in Fortran, Visual Basic, and Microsoft Access, as used in EPA's NONROAD modeling program.
4. Offeror's past performance which is similar in nature to this requirement.

- B. Responses to the above factors shall be evaluated on the following scale:

Unacceptable:	Does not meet all requirements of the SOW.
Acceptable:	Meets minimum requirements of the SOW.
Superior:	Exceeds the Government's minimum requirements.

- C. After the responses have been evaluated against the factors above, a contract is expected to be placed with the offeror that represents the Best Value to the government. Price may not be the determining factor. Best and final offers should be provided. Discussions may be conducted as necessary at the government's discretion after receipt of quotes and proposals.

- D. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.